# Public Water System Pilot Drinking Water Infrastructure Grant

Legal name of community: City of Grand Rapids
Project Name: <u>Lead Service Line (LSL) Replacement in connection with water main replacement</u>
projects.
Proposed Grant Amount: \$ 1,000,000
Time Period for Eligible Costs: Start Date March 19, 2018
End Date <u>May 31, 2019</u>
Description of Proposed Project Scope: (attach additional pages as needed):
See attached for description of project, location and estimated cost of each location.
Promocod Project Conta

Proposed Project Costs						
1.	Update distribution system material inventory	\$				
2.	Update/Improve asset management program	\$				
3.	Lead service line construction	\$1,000,000				
4.	Eligible Cost Subtotal	\$				
5.	LESS Local Match (if applicable)	\$ N/A				
6.	Requested Grant Amount (Line 4 minus Line 5)	\$1,000,000				

The individual signing below certifies that they are the authorized to sign this proposal on behalf of their public water system and expend grant funds as proposed.

	Acting City Engineer	March 26, 2018
Signature and Title		Date

Due: March 30, 2018

Submit to: Michigan Department of Environmental Quality

Drinking Water and Municipal Assistance Division

ATTN: Revolving Loan Section

P.O. Box 30817

Lansing, Michigan 48909-8311

## Description of Proposed Project Scope (Continued):

Replace existing lead service lines from the water main to the water meter assembly inside the property with new copper water service. Proposed work includes the following work items:

- Hard surface removals (pavement, curb, sidewalk) necessary for the work
- New tap and corporation stop at water main
- New curb stop and box outside the roadway
- New copper service line from the water main to the meter setting
- Meter replacement if faulty, broken or in non-compliance with NL standards for brass
- Surface restoration over the water service line trench including sand sub-base, aggregate base, asphalt, curb and gutter, sidewalk, topsoil and seed.

						Lead Service Replacement			Cost								
						Public		Private						I	Private	То	tal Cost of
			Con	struction		Service	Full	Service	# of lead	Pub	olic Service	Fu	ıll Service	Ser	vice Only	Le	ad Service
Year	Project	Limits	Cos	t Est.	Ward	Only	Service	Only	services	Onl	ly @\$3000	(	@\$5000	0	อ\$2000	Re	placement
2018																	
		Trowbridge to 500' S of															
	Lafayette Ave.	Bradford	\$	350,000	2	3	24	15	42	\$	9,000	\$	120,000	\$	30,000	\$	159,000
2018	Atlas Ave.	Wealthy to Lake	\$	90,000	2	0	2	1	3	\$	-	\$	10,000	\$	2,000	\$	12,000
2018	Century Ave	Franklin to CSX	\$	535,000	1	0	3	1	4	\$	-	\$	15,000	\$	2,000	\$	17,000
2018	Dickinson St.	College to Eastern	\$	1,600,000	3	18	32	0	50	\$	54,000	\$	160,000	\$	-	\$	214,000
2018	College Ave.	Crofton to Dickinson	-			Included al	oove with D	Dickinson St	•								
2018	Grandville Ave	Franklin to Bartlett	\$	755,000	1	1	9	5	15	\$	3,000	\$	45,000	\$	10,000	\$	58,000
	Eastside Sewer																
2018	Separation 28B		\$	2,643,000	1	5	76	2	83	\$	15,000	\$	380,000	\$	4,000	\$	399,000
	Montrose Ave. &																
2018	Bowne Ave.	Coit to West End.	\$	1,000,000	2	3	36	1	40	\$	9,000	\$	180,000	\$	2,000	\$	191,000
2018	Umatilla St.	Madison to Union	\$	485,000	3	1	23	1	25	\$	3,000	\$	115,000	\$	2,000	\$	120,000
2018	Worden St	Madison to Eastern	\$	995,000	3	1	58	7	66	\$	3,000	\$	290,000	\$	14,000	\$	307,000
		Totals	\$	8,453,000												\$	1,477,000
					_												
2019																	
2019	Hastings Ave.	Fairview to Lafayette	\$	375,000	2	0	8	2	10	\$	-	\$	40,000	\$	4,000	\$	44,000
2019	Lane Ave	Sibley to Jackson	\$	93,000	1	0	1	1	2	\$	-	\$	5,000	\$	2,000	\$	7,000
2019	Alger St	Eastern to Kalamazoo	\$	1,300,000	3	73	6	0	79	\$	219,000	\$	30,000	\$	-	\$	249,000
2019	Division Ave.	Wealthy to Cherry	\$	1,448,000	1	0	4	1	5	\$	-	\$	20,000	\$	2,000	\$	22,000
2019	Lake Mich Dr.	Fulton to Garfield	\$	309,000	1	1	18	2	21	\$	3,000	\$	90,000	\$	4,000	\$	97,000
		Totals	\$	3,525,000												\$	419,000
		-			=												
Future Pro	ojects																
2021	Prince St.	Madison to Eastern	\$	1,030,000	3	3	51	2	56	\$	9,000	\$	255,000	\$	4,000	\$	268,000
2023	Giddings	Burton to Boston	\$	1,060,000	3	17	12	0	29	\$	51,000	\$	60,000	\$	-	\$	111,000
2030	Ardmore St.	Madison to Union	\$	515,000	3	1	36	2	39	\$	3,000	\$	180,000	\$	4,000	\$	187,000
2030	Dallas Ave	Hall to Watkins	\$	625,000	3	3	18	0	21	\$	9,000	\$	90,000	\$	-	\$	99,000
2030	Evergreen St.	Eastern to Kalamazoo	\$	930,000	3	6	41	2	49	\$	18,000	\$	205,000	\$	4,000	\$	227,000
2050	Union Ave	Alexander to Worden	\$	400,000	3	1	23	1	25	\$	3,000	\$	115,000	\$	2,000	\$	120,000
NA	Kalamazoo	Hall to Alexander	\$	520,000	3	3	37	0	40	\$	9,000	\$	185,000	\$	-	\$	194,000

NUMBER: 17-01	DATE: March 28, 2017
REVISIONS:	
ISSUED BY: City Manager	SIGNED: Gregory a Sundstion

SUBJECT: Replacement of Residential Privately-owned Lead Water Service Line

**PURPOSE:** To provide for the replacement of the residential privately owned portion of

a lead water service line whenever (i) a leak or failure has been discovered on either the privately owned or Water Supply System ("WSS") owned portion of the service or (ii) the WSS owned portion of the service

line is replaced on either a planned or emergency basis.

#### INTRODUCTION:

A review of scientific and professional resource materials supports the conclusion that partial lead water service line replacement of the publicly owned portion could cause harm that may not occur if there were a full lead water service line replacement.

A September 2011, cover letter to the United States Environmental Protection Agency ("EPA") Administrator accompanying a report of the Drinking Water Committee of EPA's Science Advisory Board states in part: "The weight of evidence indicates that partial lead water service line replacement often causes tap water lead levels to increase significantly for a period of days to weeks, or even several months." The letter further states that full lead water service line replacement "appears generally effective in reliably achieving long-term reductions in drinking water lead levels, unlike partial lead water service line replacement" and, in summary, states that . . . . "the Science Advisory Board found that available information is broadly suggestive that partial lead water service line replacement may pose a risk to the population, due to the short-term elevations in drinking water lead concentrations."

This Administrative Policy is used pursuant to Section 2.23, Management of Water System, of Article 2, Water System Use, of Chapter 26, City Water System of Title II, Utilities and Services, of the Code of Ordinances of the City.

#### **DEFINITIONS:**

"Lead water service line" means a water service made of lead which connects the WSS water main to the building inlet and any lead pigtail, gooseneck or other fitting which is connected to such lead water service line.

"Privately-owned portion of a lead water service line" means the section of lead water service piping from the outlet joint of the curb stop to the outlet of the water meter outlet valve with the exception of the water meter, regardless of the ownership of the property upon which the piping is located.

"Residential Dwelling Unit" means a one, two, three or four family dwelling.

"WSS" means the City's Water Supply System.

"WSS owned portion of a lead water service line" means the section of lead water service piping from the WSS main to, but not including, the outlet joint of the curb stop.

#### REPLACEMENT REQUIREMENT:

The City's WSS shall, at its cost and at no cost to the property owner, replace the residential dwelling unit privately owned portion of a lead water service line whenever:

- a. a leak or failure has been discovered on either the privately owned or WSS portion of the service line; or
- b. the WSS owned portion of the service line is replaced on either a planned or emergency basis.

#### REPAIR OR RECONNECTION PROHIBITED.

No repair of a residential dwelling unit privately owned lead water service line, or reconnection of a residential dwelling unit privately owned lead water service line to a WSS owned water service line, shall be permitted.

#### **EXCEPTION.**

The City Manager or his/her designee may grant a temporary exception to the replacement requirement or the repair or reconnection prohibition if he/she determines that doing so will not create an imminent threat to the health, safety or welfare of the public.

#### NOTICE.

Leak or Emergency Replacement. In the event of a residential dwelling unit lead water service line leak or failure or an emergency replacement of the WSS owned portion of the residential dwelling unit lead water service line, the City Manager or his/her designee shall promptly provide written notice to the residential dwelling unit property owner of the replacement requirement and the property owner shall sign and provide the City with a water service line replacement agreement as hereinafter provided for the privately owned portion of the lead water service line before replacement can begin.

<u>Planned Replacement.</u> In the event of a planned replacement of a WSS owned portion of a residential dwelling unit lead water service line, the City Manager and/or his/her designee shall provide at least 30 days written notice prior to the commencement of the planned replacement and the residential dwelling unit property owner shall sign and provide the City with a water service line replacement agreement as hereinafter provided for the privately owned portion of the lead water service line before replacement can begin.

### WATER SERVICE LINE REPLACEMENT AGREEMENT.

Before a residential dwelling unit privately owned lead water service line may be replaced the property owner shall sign and provide the City with a water service line replacement agreement on a form provided by the City (a) acknowledging to ownership of the residential dwelling unit, (b) permitting access to the City or its contractor to replace the privately owned lead water service line and any related testing and adjustments during any contractor guarantee period, (c) retaining full ownership, maintenance, repair and replacement for that portion of the privately owned service line and related appurtenances not replaced, and (d) agreeing to assume ownership of the water service line that replaces the privately owned lead water service line and be fully responsible for its ownership and, after the expiration of any guarantee period, its maintenance, repair and replacement.

#### FAILURE TO SIGN WATER SERVICE LINE REPLACEMENT AGREEMENT.

If the City Manager or his/her designee has determined, in accordance with this Administrative Policy, to replace a residential dwelling unit privately owned lead water service line and the property owner of such residential dwelling has declined to sign a water service replacement agreement, (a) the City may, upon notice to the property owner, discontinue water service if the City determines there is an imminent threat to the health, safety or welfare of the public or (b) the City may accept the failure to sign the water service line replacement agreement as an acknowledgement and acceptance of responsibility by the property owner for future replacement of the privately owned portion of the lead service line or (c) the City Manager may request that the City Attorney or special counsel apply for and obtain an appropriate court-issued order authorizing replacement in accordance with the terms in the water service replacement agreement.

#### WATER SERVICE LINE REPLACEMENT AGREEMENT

<u>PURPOSE</u> - The purpose of this Agreement is to set forth the terms and conditions pursuant to which the City of Grand Rapids (the "City") will provide a new water service line to the undersigned owner's property located at \_\_\_\_\_\_\_. The existing lead private water service line will be disconnected and replaced with a new private water service line to accomplish a full non-lead service line replacement from the water meter to the water main.

This Agreement anticipates that a contract will be awarded by the City for the work to be performed under this Agreement.

<u>CONSIDERATION</u> - Each party agrees that the promises made by the other party and the benefits to be derived from their execution are full and sufficient consideration for entering into this Agreement.

<u>THE CITY WILL</u> – (the City hereby promises to):

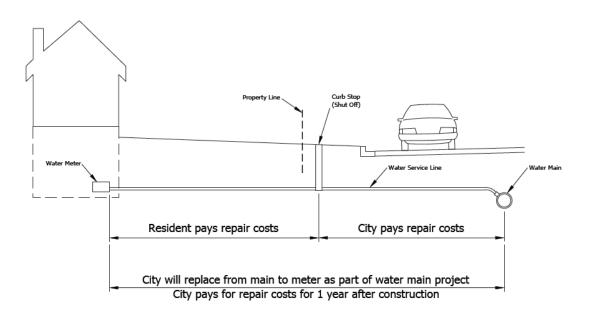
- 1. do a pre-inspection of the water service line as it enters inside the building and connects to the meter to determine if the meter setting is correct and if the meter should be replaced. If necessary, either or both of these items will be corrected/replaced at no cost to the undersigned owner of the property and building (the "Owner");
- 2. have a new non-lead private water service line constructed at City expense, from the curb box in the public right-of-way to the water meter on the Owner's property including the meter setting and any necessary connections to reset the water meter. The existing private service line will be disconnected and capped off inside the building;
- 3. restore the Owner's property disturbed by construction, including seeding of grass areas on the property and restore the interior portions of the building on the property disturbed by such work;
- 4. require the contractor doing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner's property, and require the contractor to provide the City with proof of such coverage; and
- 5. guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one year from its completion.

<u>THE OWNER WILL</u> – (the Owner promises to):

- 1. confirm that the Owner(s) is the only owner or owners of the above referenced property;
- 2. permit temporary access and right of entry to and upon the above-referenced property to the City and the City's designated contractor(s) to perform a pre-inspection as described above, to enable construction and testing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period;
- 3. assume full responsibility for the maintenance, repair, and replacement of the private part of the water service line, located on the above-referenced property, after expiration of the guarantee period. After the end of the guarantee period of one year, the responsibility of each party (City and the Owner) shall be as shown on the diagram below; and
- 4. hold the City harmless and free from any claim or liability for damage done in performance of the water service line replacement work.

# **City of Grand Rapids Water System**

Water Service Line Responsibility



MISCELLANEOUS TERM: The res	sponsibility	of the mainter	nance, repair, and replacement of
the water service located in the public rig	ght-of-way	will be pursua	nt to City of Grand Rapids Water
System Rules and Regulations.			
Signed by Owner(s) the	day of		, 20
Owner – Signature	_	Owner – Sigr	nature
Owner – Print Name	_	Owner – Prin	t Name
Land Contract Holder(s)	_		
Zana Communi Mondon (C)			
Signed by City this day	o.f		20
Signed by City this day	OI		_, 20
	_		
City Manager or Designee – Signature			
	_		
Print Name /Title			